

## **SETTLEMENT AGREEMENT AND FULL RELEASE**

### **1. Settlement and Consideration**

I, Raymond Chavis, on behalf of myself, my heirs, executors, administrators, assigns, and legal representatives, (hereinafter "the Releasor"), in consideration of \$20,000.00, in the form of a check, receipt and sufficiency of which is hereby acknowledged, hereby forever release and discharge Cumberland County Board of Education, Jonathan Leaf, Johnathan Leaf, Laura Ward, Sedgwick Claims Management Services, Inc., Lloyds of London, its parent, all subsidiaries of its parent, and their respective officers, directors, shareholders, employees, agents, servants, attorneys, assigns, affiliates, subsidiaries and divisions, predecessors, successors and any and all other persons, firms and corporations in which any or all of them might have an interest (collectively, the "Releasees") of and from any and all demands, claims, rights, actions, causes of action, suits, controversies, proceedings, expenses, loss of services or companionship, loss of consortium or society, claims arising out of bodily injuries or personal injuries, physical and mental, temporary and permanent (and the consequences thereof, including death, and specifically including also any injuries or damages which may exist but which at this time are unknown and unanticipated and which may manifest or develop at some time in the future, and all unforeseen developments, symptoms, or consequences arising from known injuries), punitive damages, wrongful death, breach of warranty or negligence, demands and liabilities of every name and nature and description, both in law and equity, costs, losses, expenses and fees which said Releasor now has or may have ever have from the beginning of the world to date relating in any way to the incident occurring on or about June 19, 2015, and which is further addressed in the lawsuit, Superior Court of Cumberland County, Civil Action No. 17 CVS 5424 (the "Lawsuit").

**2. Full Release**

It is fully understood and agreed that this Release covers all potential claims against the Releasees, it being the intent of the undersigned to extinguish fully every and all claims against the Releasees for injuries or damages sustained as a direct or indirect result of the incident described in Paragraph 1.

**3. Further or Future Damages**

The Releasor hereby acknowledges, agrees and understands that after the date of this Release, the injuries and damages of Raymond Chavis may turn out to be more severe or different than he now believes them to be, or that injuries and damages of which he are not now aware may manifest themselves, and that by signing this Release he is accepting that risk and giving up any right to seek further money from, or otherwise to assert any claim or demand against, the Releasees.

**4. Warranty and Indemnification**

The Releasor hereby represents and warrants that she will satisfy all claims and liens, including but not limited to Medicare and/or insurance liens, if any, that can be asserted against the proceeds of this settlement. The Releasor further represents, warrants and agrees that if any lien or claim is asserted, he will satisfy such lien or claim and will indemnify, hold harmless and defend the Releasees from any such lien or claim.

The Releasor, in consideration of the settlement of \$20,000.00, promises promptly to defend, indemnify, and hold harmless each of the Releasees against any and all causes of action, claims, liens, demands, liability, actions, rights, damages of any kind or nature, costs, charges,

losses, expenses, and attorneys' fees arising directly or indirectly from the lawsuit and/or incident referenced in Paragraph 1, relating to the recovery of any one or more of following:

- a. Social welfare benefits paid or hereafter paid from any source to or in behalf of the Releasors.
- b. Medicare, Medicaid, and Medical insurance benefits paid or hereafter paid to or in behalf of the Releasors.
- c. Hospital insurance benefits paid or hereafter paid to or in behalf of the Releasors.
- d. Medical or hospital services rendered or hereafter rendered to or on behalf of the Releasors.
- e. Disability or any other insurance benefits paid or hereafter paid to or on behalf of the Releasors

**5. Payments**

The Releasor hereby agrees, acknowledges, and instructs, permit and authorizes the Releasees to make the aforementioned settlement payment of \$20,000.00 by issuing a check made payable to: Gilliam Law Firm, PLLC and Raymond Chavis.

**6. Attorney's Fees**

Each party hereto shall bear all attorneys' fees and costs arising from the actions of their own counsel in connection with the Complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters.

**7. Warranty of Capacity to Execute Agreement**

The Releasor represents and warrants that no person or entity other than the Releasor has any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release, and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release.

**8. No Admission of Liability**

It is understood and agreed by the Releasor and Releasees that this Release is not to be construed as an admission of liability on the part of the Releasees and that each of the Releasees expressly denies any liability for any negligence, warranty or other damage of any kind or nature.

**9. Informed Decision**

The Releasor acknowledges that he has had the advice of independent counsel and executes this Release as her free act and deed.

**10. Additional Documents**

The Releasor will promptly file all documents and promptly take any other actions necessary or appropriate to terminate the Releasees involvement in the Lawsuit, including but not limited to causing Releasor's counsel to execute a Notice of Voluntary Dismissal of all claims brought by the Releasor against the Releasees, which shall provide for a dismissal of all such claims with prejudice and without interest, costs, or an award of attorneys' fees and with all rights of appeal involving the Releasees waived. The Releasor's counsel shall file the Notice of Voluntary Dismissal with the Court within seven (7) days of receiving the settlement funds from Releasees.

**11. Further Settlement Terms**

This Release and the legal relations between the parties hereto shall be governed and construed by the laws of North Carolina. The terms of this Settlement Agreement and Full Release are contractual and not mere recitals. This Settlement Agreement and Full Release is an

integrated writing and it may not be changed or modified, except in a writing specifically referring hereto and duly executed by the Releasor and by, or on behalf of, each of the Releasees. The Releasor acknowledges that he has been represented by attorneys throughout the negotiations leading to this Settlement Agreement and Full Release, that he has read and reviewed with, and consulted fully with his attorneys regarding the meaning and effect of this Settlement Agreement and Full Release and that she understands and agrees to them, that the terms and provisions of this Settlement Agreement and Full Release are not to be construed more strictly against the Releasees than against the Releasor, and that it is the voluntary intention of all parties to this Settlement Agreement and Full Release that its terms and provisions be construed as having the plain meaning of the terms used herein, for the express purposes of making a full and final compromise of all claims and precluding forever further or additional claims or litigation against any or all of the Releasees arising out of the aforesaid. It is understood and agreed that any provisions of law, statutory or otherwise, the effect of which is to limit the generality of the terms of this Full and Final Release and Settlement Agreement or its effect as a bar to claims not presently known, is expressly waived.

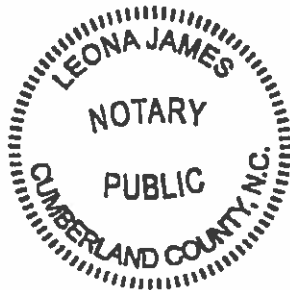
**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31 day of August, 2018.

I HAVE READ AND UNDERSTAND THIS RELEASE

Raymond Stanley Chavis  
Raymond Stanley Chavis

Sworn to before me and subscribed in my presence this 31<sup>st</sup> day of August, 2018.



Leona James  
Notary Public  
My Commission Expires 05-15-2022